

| | | | | | | | | | | | | | | | | | | | |
|---|------|---------------------------------------|---|--|--|--|--|--|---|---------------------|--|---|---------|--|--|--------------------------------|--|--|--|
| SOLICITATION AND OFFER | | | | 1. [BLANK] | | | | Page 1 of 18 | | | | | | | | | | | |
| 2. CONTRACT NUMBER | | | | 3. SOLICITATION NUMBER <div style="text-align: center;">OPR07000041</div> | | | | 4. TYPE OF SOLICITATION <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> SEALED BID (IFB)</div><div><input checked="" type="checkbox"/> NEGOTIATED (RFP)</div></div> | | | | 5. DATE ISSUED <div style="text-align: center;">03/07/2007</div> | | | | 6. REQUISITION/PURCHASE NUMBER | | | |
| 7. ISSUED BY CAO Procurement Management 327 Ford Bldg. Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2214 ext. | | | | CODE CPM | | | | 8. ADDRESS OFFER TO (If other than item 7) | | | | | | | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | | | | | | | | | | |
| 9. Sealed offers in original and <u> 1 </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>NO HAND CARRIES</u> until <u>2:00 PM</u> local time <u>03/28/2007</u> (Hour) (Date) | | | | | | | | | | | | | | | | | | | |
| CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | | | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | | | A. NAME Jim Caskey | | | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 226-2108 | | | | C. E-MAIL ADDRESS jim.caskey@mail.house.gov | | | | | | | |
| 11. TABLE OF CONTENTS | | | | | | | | | | | | | | | | | | | |
| (X) | SEC. | DESCRIPTION | | | | PAGE(S) | (X) | SEC. | DESCRIPTION | | | | PAGE(S) | | | | | | |
| PART I - THE SCHEDULE | | | | | | PART II - CONTRACT CLAUSES | | | | | | | | | | | | | |
| X | A | SOLICITATION/CONTRACT FORM | | | | 1-3 | X | I | CONTRACT CLAUSES | | | | 13 | | | | | | |
| | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | | | | | | | | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | | | | 4 | X | J | LIST OF ATTACHMENTS | | | | 14 | | | | | | |
| X | D | PACKAGING AND MARKING | | | | 5 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | | | | | | | | | | |
| | E | INSPECTION AND ACCEPTANCE | | | | | X | K | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS | | | | 15 | | | | | | |
| X | F | DELIVERIES OR PERFORMANCE | | | | 6-7 | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | | | | 16-17 | | | | | | |
| X | G | CONTRACT ADMINISTRATION DATA | | | | 8-10 | X | M | EVALUATION FACTORS FOR AWARD | | | | 18 | | | | | | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | | | | 11-12 | | | | | | | | | | | | | |
| OFFER (Must be fully completed by offeror) | | | | | | | | | | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I) | | | | 10 CALENDAR DAYS (%) | | 20 CALENDAR DAYS (%) | | 30 CALENDAR DAYS (%) | | CALENDAR DAYS (%) | | | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | | DATE | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | | | | | | | | | | |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | | | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | | 17. SIGNATURE | | | 18. OFFER DATE | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| AWARD (To be completed by Government) | | | | | | | | | | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | | 20. AMOUNT | | | | 21. ACCOUNTING AND APPROPRIATION | | | | | | | | | | | |
| 22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK] | | | | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | | | | | | | | | | |
| 24. ADMINISTERED BY (If other than Item 7) | | | | CODE | | | | 25. PAYMENT WILL BE MADE BY | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer) | | | | 28. AWARD DATE | | | | | | | | | | | |
| IMPORTANT - Award will be made on this Form or by other authorized official written notice. | | | | | | | | | | | | | | | | | | | |

| | | | |
|--------------------------|---------------------------------------|----------------------------------|------------------------|
| Line Item Summary | Document Number OPR07000041 | Title Child Care Study | Page 2 of 18 |
|--------------------------|---------------------------------------|----------------------------------|------------------------|

| Line Item Number | Description | CLIN Ref | Delivery Date (Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Discounts) |
|------------------|-------------|----------|---|----------|---------------|------------|------------------------------------|
|------------------|-------------|----------|---|----------|---------------|------------|------------------------------------|

House Child Care Center (HRCCC) Study Support

| | | | | | | | |
|------|-------------|------|--|------|----|----------|----------|
| 0001 | HRCCC Study | 0001 | | 0.00 | ea | \$ _____ | \$ _____ |
|------|-------------|------|--|------|----|----------|----------|

Contractor Support
Estimated Period of Performance: May-July, 2007

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 3 of 18 |
|---------------------|------------------------------------|---|--------------|

TABLE OF CONTENTS

| | |
|---|----|
| SECTION C -- Descriptions and Specifications | 4 |
| C.1 Section C - STATEMENT OF OBJECTIVES -- ATTACHMENT 1 | 4 |
| SECTION D -- Packaging and Marking | 5 |
| D.1 Payment of Postage and Fees | 5 |
| SECTION F -- Deliveries or Performance | 6 |
| F.1 Period of Performance | 6 |
| F.2 Notice to the House of Delays | 6 |
| F.3 Liquidated Damages | 6 |
| F.4 Place of Performance | 6 |
| F.5 Termination | 6 |
| F.6 Type of Contract | 7 |
| SECTION G -- Contract Administration Data | 8 |
| G.1 Invoices | 8 |
| G.2 Authorized House Representatives | 8 |
| G.3 Key Personnel | 9 |
| G.4 Post Award Conference | 9 |
| G.5 Progressive Steps to Ensure Satisfactory Contract Performance | 10 |
| G.6 Reports/Plans/Schedules | 10 |
| G.7 Release of Claims | 10 |
| SECTION H -- Special Contract Requirements | 11 |
| H.1 Identification Badges | 11 |
| H.2 Prospective Employee Background Check | 11 |
| H.3 Benefits to Members of Congress | 11 |
| H.4 News Releases | 11 |
| H.5 Affirmation of Non-Disclosure | 12 |
| H.6 Compliance with Emergency Procedures | 12 |
| H.7 Government Liability | 12 |
| H.8 Payment for Non-performance | 12 |
| H.9 Incidental Services, Travel, and Expenses | 12 |
| SECTION I -- Contract Clauses | 13 |
| I.1 Observance of Laws | 13 |
| I.2 Disputes | 13 |
| I.3 Availability of Funds | 13 |
| I.4 Order of Precedence | 13 |
| I.5 House Rules | 13 |
| SECTION J -- List of Documents, Exhibits and Other Attachments | 14 |
| J.1 Attachment 1 - Statement of Objectives | 14 |
| SECTION K -- Representations, Certifications and Other Statements of Offerors | 15 |
| K.1 Eligibility for Award | 15 |
| K.2 Signature | 15 |
| SECTION L -- Instructions, Conditions and Notices to Bidders | 16 |
| L.1 Content of Proposals | 16 |
| L.2 Submissions | 16 |
| L.3 Acknowledgement of Amendments to Solicitations | 16 |
| L.4 Restriction on Disclosure and Use of Data | 16 |
| L.5 Oral Presentations | 17 |
| SECTION M -- Evaluation Factors for Award | 18 |
| M.1 Evaluation Factors for Award | 18 |
| M.2 Contract Award | 18 |

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 4 of 18 |
|---------------------|------------------------------------|---|--------------|

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 SECTION C - STATEMENT OF OBJECTIVES -- ATTACHMENT 1

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 5 of 18 |
|---------------------|------------------------------------|---|--------------|

SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 6 of 18 |
|---------------------|------------------------------------|---|--------------|

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend from award for a period of approximately three months: estimated May-July, 2007

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.008 LIQUIDATED DAMAGES MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section H "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.4 HC.6.010 PLACE OF PERFORMANCE JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.5 HC.6.014 TERMINATION AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
 - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
 - (2) Complete satisfactory settlement of all customer complaints and claims.

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 7 of 18 |
|---------------------|------------------------------------|---|--------------|

- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

F.6 TYPE OF CONTRACT

The House intends to award a Time and Materials contract with a Not to Exceed (NTE) amount for this effort

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 8 of 18 |
|---------------------|------------------------------------|---|--------------|

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' CAO Financial Services website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)

Period of Performance

Brief Description of Item

Quantity Delivered

Unit Price

Extended Price

Total Price of all deliverables contained on Invoice

Payment Terms, if appropriate (Example: 2% 10 - Net 30)

d. The House does not pay federal, state or local taxes unless mandated by law.

e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 9 of 18 |
|---------------------|------------------------------------|---|--------------|

the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Name: Jim Caskey
Title: Senior Procurement Specialist
Address: 327 Ford House Office Building
Washington, DC 20515
Phone: 202-226-2108
Fax: 202-226-2214
E-mail: jim.caskey@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.3 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.4 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 10 of 18 |
|---------------------|------------------------------------|---|---------------|

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

G.5 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE FEBRUARY 2005

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.6 HC.7.024 REPORTS/PLANS/SCHEDULES FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.

b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due date(s):

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

| Item | Due Date | Approval Authority | Reference |
|-------------|----------------------------------|--------------------|-----------|
| 0001Report | Weekly/Close of Business Fridays | COR | |
| 0002 Report | Monthly/NLT 15th | COR | |

G.7 HC.7.025 RELEASE OF CLAIMS FEBRUARY 2005

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 11 of 18 |
|---------------------|------------------------------------|---|---------------|

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.4 HC.8.006 NEWS RELEASES

MAY 2001

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 12 of 18 |
|---------------------|------------------------------------|---|---------------|

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" reference House Web Site: <http://www.house.gov/cao-opp/currentsol.htm> prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.6 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES MARCH 2003

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CO. The CO's decision shall be final. The contractor may appeal the CO's decision to the Committee on House Administration only for violations by the CO for failure in following procedural guidelines within 30 calendar days of the CO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

H.7 HC.8.016 GOVERNMENT LIABILITY AUGUST 2002

Consistent with the Federal Tort Claims Act (28U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

H.8 HC.8.022 PAYMENT FOR NON-PERFORMANCE AUGUST 2002

In the event that the Contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the Contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus 15% administrative fee from the Contractor.

H.9 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 13 of 18 |
|---------------------|------------------------------------|---|---------------|

SECTION I -- CONTRACT CLAUSES

I.1 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.2 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.3 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.4 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.5 HC.9.015 HOUSE RULES MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 14 of 18 |
|---------------------|------------------------------------|---|---------------|

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENT 1 - STATEMENT OF OBJECTIVES

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 15 of 18 |
|---------------------|------------------------------------|---|---------------|

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.2 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 16 of 18 |
|---------------------|------------------------------------|---|---------------|

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

The Proposal shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall provide a proposed price (hourly rates for respective labor categories) which will address all requirements as well as others the offeror may wish to offer. Price Section must be a separate document and separate hard copy page (attachment). All other sections should be combined.
- (3) "Section G Contract Administration". Offeror shall complete the required sections (Key Personnel).
- (4) Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete Section K.
- (5) Technical and Management Approach, including Project Plan and Schedule (not to exceed ten pages).
- (6) Corporate Capabilities and Recent Experience pertinent to the required scope (not to exceed three pages).
Corporate overviews should not exceed three pages.
- (7) References for five current or recent (within three years) similar projects, preferably in the public sector. References should describe engagement, offeror's solution, and up to date contact information for customer point of contact (not to exceed two pages).
- (8) Resumes of proposed personnel. Resumes should include information relevant to the scope and not exceed two pages each.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit an email of the proposal in MS Word/Excel/Project or PDF format which will serve to fulfill the requirement in block 9 of page 1. See Section G for email address of the Contract Administrator. One original hard copy shall also be shipped via overnight delivery service or Express Mail by the deadline; see address in block 7 page of 1. **HAND CARRIED PACKAGES WILL NOT BE ACCEPTED.** The proposal shall be in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and solicitation number and closure date. Proposals shall be submitted to the address shown on Section A. Facsimile proposals and hand-delivered proposals will NOT be accepted.

L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.4 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 17 of 18 |
|---------------------|------------------------------------|---|---------------|

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L.5 ORAL PRESENTATIONS

Upon preliminary evaluation, the House may require oral presentations to be made by the firms in the competitive range, therefore all offereors must be prepared to make an oral presentation on the House Capitol Hill campus, to be scheduled within one to two weeks of proposal submission. Oral presentations shall be 30-60 minutes in length allowing up to 60 additional minutes for questions and answers, for a total time allocation up to two hours. Oral presentations shall be conducted by principal(s) proposed for the contract and will be recorded.

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR07000041 | Document Title Child Care Study | Page 18 of 18 |
|---------------------|------------------------------------|---|---------------|

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

Proposals will be evaluated based on the following evaluation factors:

- A. Technical and Management Approach, including Project Plan and Schedule
- B. Corporate Capabilities and Demonstrated Recent Experience relevant to the required scope
- C. Qualifications and Resume(s) of Proposed Personnel
- D. Past Performance
- E. Oral Presentation
- F. Cost

The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a Time and Materials contract with a Not to Exceed (NTE) amount for this effort.

b. The House may:

- (1) reject any or all offers, if such action is in its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House may evaluate proposals and award a contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

d. Upon preliminary evaluation of proposals, the House may require oral presentations to be made. Therefore all offereors must be prepared to make an oral presentation on the House Capitol Hill campus, to be scheduled within one to two weeks after date and time of closing. Oral presentations shall be 30-60 minutes in length allowing up to 60 additional minutes for questions and answers, for a total time allocation up to two hours. Oral presentations shall be conducted by principal(s) proposed for the contract and will be recorded.

**U.S. House of Representatives
Child Care Center Study
Statement of Objectives**

BACKGROUND

The United States House of Representatives Child Care Center (HRCCC) has been providing full-day, year-round quality child care for children of the Members, their staff and House support personnel since 1987. The Center accommodates children from 10 weeks to 5 years of age, and eligibility for enrollment is controlled by law under 2 U.S.C. 2062 (40 U.S.C. 184g), which provides enrollment priority for House employees, other Legislative employees, and other government employees in that order. The HRCCC has been accredited by the National Association for the Education of Young Children (NAEYC) since 1990.

The House Child Care Center program is based on the philosophy that children thrive in an environment that supports their physical, social, emotional, and cognitive growth. The mission of the staff is to provide a safe environment, engaging experiences, and loving care to promote total development, a desire for lifelong learning, and respect for children, parents, and each other.

This spacious facility has 5 classrooms and amenities such as a large multi-purpose room, a play theater, a playground area, a state-of-the-art security system, and a fenced guarded entrance adjacent to the Ford House Office Building. The House provides space, utilities and security, and the Center is otherwise self-sustaining with staff payroll, meals and other expenses being fully funded through enrollment fees.

What is the enrollment in the Center?

As of February 7, 2007, 65 children are enrolled in the Center, which has a maximum enrollment capacity of 70 children. The Center is currently at 96% occupancy. Fourteen children are enrolled in the Blue Group (Infants) which has a maximum capacity of 14. Twelve children are enrolled in the Red Group (Young Toddlers), which has a maximum capacity of 12. Twelve children are enrolled in the Yellow Group (Older Toddlers) which has a maximum capacity of 12. Thirteen children are enrolled in the Purple Group (Preschoolers) which has a maximum capacity of 14 to 16. Fourteen children are enrolled in the Green Group (Pre-Kindergarten) which has a maximum capacity of 14 to 16. There are a total of five vacancies in the Center.

What is the status of the waiting list?

The Center continues to monitor and review the updated waiting list, and call parents or guardians as vacancies arise. There are currently 95 families on the waiting list among 79 House Employees, 7 Legislative Employees, and 9 Other Government Employees. The waiting list is composed of the following: 77 Infants, 12 Young Toddlers, 4 Older Toddlers, and 2 Preschoolers.

OBJECTIVE

The House desires to eliminate the waiting list and provide services in a cost-effective, “green” manner and provide the best possible day care for House employees. The Chief Administrative Officer (CAO) requires contractor support to conduct a study and analysis of alternatives with the objective to make well informed decisions. This is a major undertaking which requires specialized knowledge of space allocations, requirements, costs, operational impacts, etc.

ISSUES TO BE ADDRESSED

Contractor support is required to conduct a study to determine the feasibility of options to achieve the objective and may include:

- Expansion of the current Center space and enrollment or relocation to a larger space. Staffing and resources required to meet new space and enrollments. Age groups and class sizes to be provided in an expanded Center.
- Build an additional center or a new center – either on-campus or off-campus. Staffing and resources required to meet new space and enrollments. Age groups and class sizes to be provided in a second Center.
- Feasibility and cost-effectiveness of outsourcing the oversight and management of the current center and/or additional center(s).

Questions/Issues Regarding Expansion

- Is expansion *possible* in our current space? Could we obtain more space in the current building, so that there can be an increase in current classroom space without losing any of the multi-purpose room, kitchen, storage or staff work space?
- If expansion of the current space is possible, how does that impact current operations, would the center need to be closed for a period of time during construction?
- With expanded space would the Center continue to serve the same age groups, simply increasing the number of infant or toddler spaces available, or expand the size of all classrooms?
- Expanding the space and enrollment would require additional staff to ensure that the Center could maintain, at a minimum, NAEYC-required staff/student ratios and, at a maximum, the lower staff/student ratios that have been established by the HRCCC Board.
- Expanding the space and enrollment would require compliance with all House emergency and security requirements.

Questions/Issues Regarding Opening a Second Center or Relocation to a larger site

- Is there space on campus to accommodate a second center? If so, where?
- Would the current center be moved to a larger space and operate one large center? If not, a determination will need to be made as to how the age groups are broken up between the two centers.
- If the second or alternate space is not on campus, how far away from campus would it be? Would it still be considered “on-site” childcare?
- If we were “off-site” would the U.S. Capitol Police (USCP) still be obligated to provide security for us?
- Would we split the age groups by center or would the two centers mirror one another? If we split age groups, would families with multiple children be inconvenienced because they had to drop off at two separate locations daily?
- Opening a second center would increase the number of staff necessary – how would we decide who would be located at each center?

Questions about Outsourcing the HRCCC

- Cost of outsourcing and the impact on current tuition levels and enrollments
- Status of current House staff?
- Statutory language authorizing outsourcing

ADDITIONAL CONSIDERATIONS

Based on the current HRCCC and configuration of the space (infant space vs. toddler+ space) there are some options available for modifying the enrollments. To accommodate more infants in the existing center would

require renovations to some of the space to be better able to accommodate infants as opposed to toddlers or older children.

Another consideration is mixed age grouping which is a new trend in child care. Having a mixed age group classroom provides greater consistency of care between child and caregiver and can have many benefits for the development of children (more like a family setting). Capacity of the center would be 68, however there would be the possibility for a few more under-12-month olds to be in the mixed age group room.

Additionally, there is the possibility of changing the age range that the Center serves. As the US moves closer to providing universal pre-K (pre-Kindergarten classes in all public schools), families are less likely to pay for privatized care for their 4-5 year olds. In anticipation of the arrival of universal pre-K, the Center could develop a plan that would phase out the Pre-K classroom as universal pre-K is phased into the public schools in DC, MD & VA. This would result in the Center providing services for children from 10 weeks to the 3-4 year old age range. This would allow the Center to cycle families through the center more quickly, making space available to more families over time.

DELIVERABLES

The contractor will be responsible to conduct fact-finding and analysis and produce a report identifying recommended actions, impacts, constraints and respective cost estimates. The report should specify Occupiable Floor Area and Actual Floor Area addressing the requirements stated in this solicitation. The report should also meet or exceed the recommendations in the GSA publication Child Care Center Design Guide, PBS-100 March 2003 as appropriate to the House of Representatives. Finally, the report should incorporate any additional factors to be considered by the House that may grow out of discovery or from the contractor's expertise.

This project has a short time schedule; the report is required within three months of award.